



DIRECTIVE 2020-015

April 20, 2020

RE: JOINT USE AGREEMENT BETWEEN COLUMBUS STATE COMMUNITY COLLEGE
AND OTTERBEIN UNIVERSITY

Columbus State Community College has been granted appropriations contained in House Bill 529 of 132nd General Assembly in the amount of two hundred seventy-five thousand dollars. Columbus State Community College will use the funds to improve the facility owned by Otterbein University. As required by Ohio Administrative Code section 3333-1-03, Columbus State Community College submitted a Joint Use Agreement for consideration and approval by the Chancellor.

The agreement conforms to Ohio Administrative Code as follows –

- The format of the agreement is appropriate
- The commitment extends no less than twenty years
- The value of use to Ohio higher education institutions is reasonably related to the amount of the appropriation

Agency staff reviewed the agreement and posted its recommendations to the Department's website for the purpose of providing a period of public comment before final approval by the Chancellor. The materials posted for comment and the joint use agreement are attached to this document.

Based on my review of staff recommendations, I hereby approve the Joint Use Agreement between Columbus State Community College and Otterbein University.

This directive will take effect immediately.

Randy Gardner
Chancellor

mlc

Joint Use Agreement

The Ohio Department of Higher Education

JOINT USE AGREEMENT

(For capital funds released to institutions for facilities not owned by the institution)

This Joint Use Agreement (“Agreement”) is entered into by and between Columbus State Community College (hereinafter “Columbus State” or “College”) an instrumentality of the State of Ohio, created under Chapter 3358 of the Ohio Revised Code, whose address is 550 East Spring Street, Columbus, Ohio 43215, and Otterbein University (hereinafter “Otterbein”) a not-for-profit, private university, whose address is 1 South Grove Street, Westerville, Ohio 43081.

WHEREAS, the 132nd General Assembly enacted House Bill 529 which appropriates in Section 207.90 line C38442, The Point at Otterbein University, the sum of Two Hundred Seventy-Five Thousand Dollars (\$275,000); and

WHEREAS, Otterbein requested funds to complete certain renovations of The Point at Otterbein University at 60 Collegeview Rd, Westerville, Ohio 43081 to wit:

Expansion of building that houses the The Point at Otterbein University. The Point is over 61,000 square feet of learning labs and maker space, think tanks, networking facilities, event space, and designated co-working areas and offices where passionate doers can connect to build their dreams and shape the future of education and innovation; and

WHEREAS, Otterbein will provide the College with access to the The Point at Otterbein University for: co-working spaces; College faculty use; and Columbus State-Otterbein student engagement and recruitment opportunities; and

WHEREAS, Ohio Administrative Code § 3333-1-03(E) requires a public institution to submit to the Chancellor of the Ohio Department of Higher Education (ODHE) a joint use agreement that contains the requirements in (E)(1)-(11) for review and approval; and

WHEREAS, the College has demonstrated that the value of the use of the facility or equipment is reasonably related to the amount of appropriation through the worksheet included in this Agreement as Attachment A;

Joint Use Agreement

The Ohio Department of Higher Education

NOW, THEREFORE, in consideration of the mutual benefits hereunder, it is hereby agreed to between the parties as follows:

1. **Facility or equipment owned, to be built or purchased by nonprofit or public body.**
Otterbein owns the real property located at 60 Collegeview Rd, Westerville, Ohio 43081. The facility at this location is a building of approximately 61,000 square feet that is comprised of classrooms, multi-use rooms, and offices. Otterbein covenants that state capital appropriations (C38442) will be used to renovate the The Point at Otterbein University.

2. **Use of the facility or equipment by public institution.**
Renovations will support community and educational programming, student and faculty development, provide flexible office space for adjunct faculty and part-time staff to prepare for classes and interact with students, and house student engagement and recruitment events.

Subject to the Terms and Conditions of use set forth below in § 11 the College will use the renovated facility at Otterbein, the value of which is outlined in Attachment A, hereby incorporated, as follows: a combination of up to ten (10) co-working spaces and/or up to two (2) complete space utilizations per year, not to exceed an annual maximum value of \$24,000.

The term of this agreement is 20 years from the date the College has access to the facility.

3. **Reimbursement of funds.**
In the event that Otterbein terminates the College's right to use the renovated facility or equipment prior to expiration of the 20-year term, the state shall be reimbursed by Otterbein a pro-rata portion of the state capital appropriations (C38442) to be calculated by dividing the funds contributed by the state of Ohio by 20 and multiplying that sum by 20 less the number of years the College was provided benefits during the Term.

4. **Use of funds.**
The state capital appropriations (C38442) shall be used only for capital improvements and equipment costs of The Point at Otterbein University and not for operating costs.

5. **Insurance for facility and hold harmless.**
Otterbein currently has and shall maintain adequate insurance for the facility and it shall hold the College harmless from all liability for construction, operation, and maintenance costs of the facility.

Joint Use Agreement

The Ohio Department of Higher Education

6. **Compliance with federal, state, and local law.**

Otterbein shall comply with all pertinent federal, state, and local laws as well as state administrative regulations and Ohio's ethics laws.

Otterbein agrees that it and any subcontractor and any person acting on behalf of Otterbein or a subcontractor shall not discriminate by reason of race, creed, color, religion, sex, sexual orientation, age, genetic information, disability as defined in R.C. 4112.01, military status, national origin, or ancestry in the employment of any person qualified and any student participating under the terms of this Agreement. Otterbein also agrees to comply with Ohio's prevailing wage laws and will hold the College harmless from all liability for any prevailing wage violations. Further, Otterbein agrees to comply with the Family Educational Rights and Privacy Act (FERPA) in the event that Otterbein officers or staff should be in possession of the College's student educational records. To enable the College to fulfill its Annual Security Report requirement under the Clery Act, Otterbein agrees to provide crime statistics to the College on all crimes listed in 20 U.S.C. § 1092(f)(1)(F).

7. **Competitive bidding.**

Otterbein, in connection with the renovation work contemplated by this agreement and funded by the state capital appropriations (C38442), will follow competitive bidding procedures, which include publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and best responsible bidder, as described generally in Ohio Revised Code Chapter 153.

8. **Appropriation administrative fee.**

The College shall submit to the Controlling Board, a request for the release of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00). Two Hundred Seventy Thousand Eight Hundred Seventy-Five Dollars and No/100 (\$270,875.00) of the appropriation to Otterbein; and Four Thousand One Hundred Twenty-Five Dollars and No/100 (\$4,125.00), which equals one and one-half percent (1.5%) of the state capital appropriation (C38442) that will be used for the project, will be for actual administrative costs to the College.

9. **Amendments.**

This Agreement may be amended or modified only in writing, signed by both parties and approved by the Ohio Department of Higher Education.

The parties agree and acknowledge that any amendments to this Joint Use Agreement require the approval by the Ohio Department of Higher Education and will be submitted to the Chancellor before any amendment takes effect.

Joint Use Agreement

The Ohio Department of Higher Education

10. Payment.

The parties anticipate that the appropriated funds will be released by an approved Controlling Board request directly to the College. Otterbein shall submit invoices and related documentation to the reasonable satisfaction of the College, after which the College shall transfer appropriate amounts to Otterbein.

11. Terms and conditions of use.

The institution may use Otterbein's facility only as expressly provided and specified in this Agreement. No other uses are provided or implied. The College shall not misuse or permit the misuse or damage to Otterbein's facility. The College shall comply with all local restrictions and ordinances, including but not limited to parking restrictions, occupancy ratings for the facility, and applicable City of Westerville codes, rules, and regulations. All uses by the College shall be consistent with Otterbein's 501-(C)(3) non-profit status, and with its Mission which is to *"to prepare graduates to think deeply and broadly, to engage locally and globally, and to advance their professions and communities."*

During performance of this Agreement and for a period of four (4) years after its completion, Otterbein shall maintain records of all charges that are suitable for audit or reporting as required. Otterbein shall make such records available as the College or ODHE may require. Further, the College is subject to R.C. 149.43, the Ohio Public Records Act. Any record kept by the College that is deemed a public record is subject to release if a proper request is made.

The College acknowledges that it will inform its students of the requirement to comply with all policies and rules of Otterbein while on its premises or during activities. Further, Otterbein understands and agrees that the College will follow its policy on the Student Code of Conduct as needed regarding student discipline and dismissal.

Joint Use Agreement

The Ohio Department of Higher Education

IN WITNESS WHEREOF, the Parties to this Agreement by their duly authorized representatives have executed this Agreement as of the day and year written below:

Columbus State Community College

BY:

DocuSigned by:
Aletha Shipley
A5A3F345ACDA47C...

2/26/2020

Aletha M. Shipley | Vice President, CFO & Treasurer

Date

Otterbein University

BY:

DocuSigned by:
Susan Bolt
1620ABDE26FA4C9...

2/26/2020

Susan Bolt | Vice President, Business Affairs/CFO

Date

Joint Use Agreement

The Ohio Department of Higher Education

Attachment A

Project: The Point at Otterbein University

Date: _____

Section I: State appropriation information.

- 1. Amount of state appropriation provided: \$275,000
- 2. Estimated annual debt service on the appropriation: \$21,140.94
- 3. Term of the state bond, in years: 20

Section II: Estimated value of use of the facility.

	Use(s) of the facility*	Annual value of use	# of years
a.	<i>Up to ten (10) co-working spaces annually OR</i>	\$ 24,000.00	20
b.	<i>Up to two (2) complete event space utilizations annually OR</i>	\$ 24,000.00	20
c.	<i>A combination of (a) and (b) listed above</i>	\$ 24,000.00	20
d.		\$	
e.		\$	
f.		\$	

(* List additional uses on separate page as needed.)

Section III:

On a separate page, explain how each use listed in Section II was valued for this analysis

Joint Use Agreement

The Ohio Department of Higher Education

Columbus State Community College's Educational Use of The Point, Calculations, and Analysis

In 2017, the College and Otterbein agreed to collaborate on a Summer Institute made available to Columbus State-Otterbein Dual Admission program students each summer who have earned at least 30 hours toward their associates degree. Due to the growth of the Dual Admission program, the College is in the process of partnering further with Otterbein to bring more educational opportunities to the community of Westerville. Part of that partnership is to offer courses directly on Otterbein's campus at the Arts & Communication building at 33 Collegeview starting Summer 2020. This facility is located across the street from The Point at 60 Collegeview. To facilitate the needs of the College's faculty, staff, and students, and to offer student engagement and recruitment events, the College and Otterbein have agreed to allow the College to utilize The Point as co-working space and/or event space.

- a) *Co-working space costs*: Space for adjunct faculty and part-time staff to work on materials for class or for students. These co-working spaces replicate space for adjunct faculty and part-time staff at other locations.

10 co-working spaces X \$2,400	\$24,000.00
--------------------------------	-------------

OR

- b) *Event space complete utilization costs*: Space at The Point for student engagement and recruitment events.

2 complete space utilizations of The Point per year X \$12,000 per occurrence	\$24,000.00
---	-------------

OR

- c) *A combination of (a) and (b)*.

A blend of co-working and event space usage not to exceed annual maximum	\$24,000.00
--	-------------

Below is a list of costs for The Point, which are listed both on the website and through Otterbein's internal documentation.

Joint Use Agreement

The Ohio Department of Higher Education

Prices for working spaces listed below are available on The Point's website

<https://otterbeinpoint.com/join-us/>:

- \$200/month (\$2,400 annual) for co-working space
- \$400/month (\$4,800 annual) for a dedicated desk
- \$700/month (\$8,400 annual) for a private office

EVENT AND CONFERENCE SPACE PRICING AT THE POINT as of 7/1/19							
Event and conference space rental prices are not available on the website. Below is a breakdown of the current price list for event and conference rental.							
Space	Square Feet	Seating Capacity	Wkday full day (8hrs)	Wkday 1/2 day (4hrs)	Wkend full day	Wkend 1/2 day	Per Hour
Event Forum	2192	128 @ 70" rounds	\$1,000	\$750	\$1,250	\$1,000	\$300
Large instructional space 140	2493	128 @ 70" rounds	\$750	\$500	\$1,000	\$750	\$200
Instructional space mid-size 165	1394	150 theatre seating	\$750	\$500	\$1,000	\$750	\$200
Instructional space mid-size 164	1394	48 classroom seating	\$750	\$500	\$1,000	\$750	\$200
Class/Lab space 111	1038	24 classroom seating	\$300	\$200	\$500	\$300	\$100
Class/Lab space 112	1047	24 classroom seating	\$300	\$200	\$500	\$300	\$100
Class/Lab space 113	1109	30 classroom seating	\$300	\$200	\$500	\$300	\$100
Class/Lab space 139	1307	24 classroom seating	\$300	\$200	\$500	\$300	\$100
Class/Lab space 145	1425	36 classroom seating	\$300	\$200	\$500	\$300	\$100
Outdoor Lab/Patio - no alcohol		30 at picnic tables	\$1,000	\$750	\$1,250	\$1,000	\$300
Complete Buyout*			\$12,000	\$7,500	\$12,000	\$7,500	N/A
<i>*Space Utilization</i>							
<i>Maker activities start at \$20 per person</i>							
<i>Virtual reality experience \$10 per person</i>							
<i>Additional Housekeeping Services \$100 hour</i>							
<i>Event Staff \$25 hour</i>							
<i>Linens \$12 per linen (large) \$8 small</i>							
<i>TIPs Bartender \$25hr, 3 hr minimum</i>							